

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ULSTER

KATHLEEN PASSANTE,

Plaintiff,

-against-

NEW YORK STATE NURSES ASSOCIATION,

Defendant.

SUMMONS

INDEX NO.: 09-6393

Plaintiff designates Ulster
County as the place of trial

The basis of venue is the
Plaintiff's residence;
[REDACTED], Highland, NY

To the above named Defendant:

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney within twenty (20) days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein

Dated: Hackensack, New Jersey
December 16, 2009

By:

HALSBAND LAW OFFICES

David S Halsband, Esq.
Attorneys for Plaintiff
39 Hudson Street, 4th Floor
Hackensack, New Jersey 07601
(201) 487-6249 -and-
Co-Counsel for the Plaintiff
Michael Tsang, Esq.
Tsang Law Firm, P.C.
14 Wall Street, 22nd Floor
New York, New York 10005
212 227 2246

To: New York State Nurses Association
11 Cornell Road
Latham, New York 12110

FILED
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DEC 18 2009

JAN 07 2010

MINA POSTUPACK
ULSTER COUNTY CLERK
COPY

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ULSTER

KATHLEEN PASSANTE,

Plaintiff,

-against-

NEW YORK STATE NURSES ASSOCIATION,

Defendant.

VERIFIED COMPLAINT
DEMAND FOR JURY TRIAL

FILED

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INDEX NUMBER: 09-6393

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JAMES POSTUPACK
ULSTER COUNTY CLERK

Plaintiff, Kathleen Passante, by her attorneys, Halsband Law Offices, alleges for her
Verified Complaint as follows:

JURY DEMAND

1. Plaintiff, Kathleen Passante, demands a trial by jury of all issues in this action.

NATURE OF ACTION

2. Plaintiff seeks to recover damages against Defendant, New York State Nurses Association ("NYSNA"), for breach of the duty of fair representation.

PARTIES

3. Plaintiff is an adult female and currently resides [REDACTED], Highland, New York
4. Upon information and belief, NYSNA is, and all times mentioned hereinafter was, a corporation or other business entity authorized to do business pursuant to the laws of the State of New York
5. NYSNA maintains a business office located at 11 Cornell Road, Latham, New York 12110.
6. NYSNA also maintains business offices throughout the State of New York, including in Ulster County.

7 At all times mentioned herein, NYSNA is in, and has been engaged in, the business of owning and operating a union and providing representation to its members.

FACTS

8 Plaintiff was an employee of Vassar Brothers Medical Center ("Vassar"), beginning in or about 1996.

9 Plaintiff is a registered nurse.

10 Plaintiff performed the duties associated with the position of registered nurse for Vassar.

11 Plaintiff is a member of NYSNA.

12 In or about November 2008, Plaintiff sustained a retinal occlusion to her left eye.

13 As a result, Plaintiff requested a leave of absence.

14 Vassar approved the Plaintiff's leave of absence.

15 In or about April 2009, Plaintiff attempted to discuss with Vassar a reasonable accommodation that would have allowed her to return to work.

16 Vassar, through Deidre Elliot, Director of Human Resources, refused to discuss any accommodation with the Plaintiff and told the Plaintiff that she could only return to work if she was one hundred percent, and that Vassar would not make any special accommodations for the Plaintiff. This refusal to discuss any accommodations for the Plaintiff was in violation of the Americans With Disabilities Act and the New York State Human Rights Law.

17 Plaintiff notified NYSNA and requested that a grievance be filed to prevent a termination, pursuant to the terms of the collective bargaining agreement ("CBA").

18 Vassar then terminated the Plaintiff's employment, in violation of the Americans With Disabilities Act and the New York State Human Rights Law. However, Plaintiff was not

notified of her termination until September 2009.

19 On or about May 11, 2009, NYSNA submitted a Grievance Form on behalf of the Plaintiff for violation of the CBA.

20 NYSNA did not notify the Plaintiff in advance of either the Step 1 or Step 2 Grievances and the dates to appear for them

21 Vassar considered the Plaintiff a "no-show" for the Grievances

22 The Grievances were denied

23 In late August 2009, Debra Pearson, the NYSNA union represented, called the Plaintiff and informed her the Grievances had been held and were denied.

24. By letter dated September 14, 2009, NYSNA informed the Plaintiff that the Step 1 and Step 2 Grievances were held and both were denied

25. NYSNA owed a legal duty to the Plaintiff to provide the Plaintiff with effective representation pursuant to the CBA.

26. NYSNA's failure to notify the Plaintiff of the Step 1 and Step 2 Grievances, for which the Plaintiff would have appeared and participated, demonstrates that NYSNA's actions were arbitrary, discriminatory and done in bad faith, and thereby constitute a breach of the duty of fair representation under the CBA

27. Based on the foregoing, the Plaintiff has suffered injuries, including humiliation, embarrassment, and mental and physical anguish, in amounts to be determined at trial.

COUNT ONE

Breach of the Duty of Fair Representation

28. Plaintiff incorporates the preceding paragraphs as if fully set forth herein

29. By and through its course of conduct as alleged above, NYSNA willfully breached its duty of fair representation as owed to the Plaintiff.

30 As a consequence thereof, NYSNA caused Plaintiff injuries, including embarrassment, mental anguish, severe emotional distress, and physical injury, in amounts to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff prays that this Court:

- (a) accepts jurisdiction over this matter;
- (b) impanels and charges a jury with respect to the claims for relief, and
- (c) awards the following damages against Defendants:
 - i Monies and all benefits due along with pre and post judgment interest, in amounts to determined at trial;
 - ii Punitive, liquidated, and compensatory damages including, but not limited to, damages for pain and suffering, anxiety, humiliation, physical injuries and emotional and physical distress in order to compensate her for the injuries she has suffered and to signal to other employers that discrimination in employment is repulsive to legislative enactments, in amounts to be determined at trial;
 - iii Attorneys' fees, costs, and expenses as provided for by the applicable statutes;
 - iv Any other relief which this Court deems just and equitable.

Dated: Hackensack, New Jersey
December 16, 2009

By: _____

HALSBAND LAW OFFICES

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-and- Co-Counsel for the Plaintiff
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14 Wall Street, 22nd Floor
New York, New York 10005
212.227.2246

VERIFICATION

STATE OF NEW YORK

COUNTY OF ULSTER

KATHLEEN PASSANTE, being duly sworn, deposes and says: I am the Plaintiff in the above-captioned action. I have read the annexed Verified Complaint, know the contents thereof, and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

Kathleen Passante
Kathleen Passante

Sworn to before me
This 11 day of December, 2009

Josephine Mallardi
Notary Public

JOSEPHINE MALLARDI
Notary Public, State of New York
No. 01MA4985861
Qualified in Ulster County
Commission Expires April 30, 2010